

Ambulance Service Agreement

THIS AMBULANCE SERVICE AGREEMENT, dated December 18, 2015 (this "Agreement"), and effective as of January 1, 2016 (the "Effective Date", entered into by the Wassaic Fire District (District) and Northern Dutchess Paramedics, Inc., doing business as NDP ("NDP"). NDP and the District are each referred to herein as a "Party" and together as the "Parties."

WHEREAS, the District presently holds ambulance operating authority in accordance with Article 30 of the Public Health Law of the State of New York to operate an ambulance service within the State of New York and , specifically, within the Wassaic Fire District and Dutchess County;

WHEREAS, the District seeks to contract with NDP for the provisions of advanced life support ("ALS"), services for all Dutchess County 911 ("DC911") and 911 emergency calls for service within the District; and

WHEREAS, NDP is willing and capable of providing such services to the District as a contractor for Wassaic Fire District.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which and hereby acknowledged, the Parties hereto agree as follows:

NDP Services.

NDP hereby agrees to perform the following services with respect to the provisions of basic life support, for all DC911 and 911 emergency calls for service within the Wassaic Fire District (collectively, the "Services"):

Advanced Life Support Service

NDP shall, throughout the term of this Agreement:

- (I) provide Advanced Life Support (ALS) services for all DC 911 and 911 emergency calls for service within the District 24 hours a day, 7 days a week and;
- (II) provide initial medical assistance to sick disabled, and injured persons and the transport of such persons to local hospitals and tertiary hospitals;
- (III) at the request of the District or the DC 911, service any ill, disabled, or injured person in need of care as requested by pre-hospital care providers;

(IV) cooperate with and provide paramedic intercepts with other transporting ambulances in the District.

Stand-by Service

NDP shall stand ready to provide, and when requested by the District or DC911, shall provide stand-by service at all major incidents (e.g. structure fires, hazmat incidents, major police actions, etc.) and at other emergency scenes whenever requested by either the District or DC 911. Such stand-by service shall include the continued availability at the scene of at least one ambulance capable of providing Services, until released by the highest-ranking officer at the scene.

NDP Responsibilities

Qualifications. NDP shall at all times during the term of this Agreement and renewals of this Agreement remain qualified in New York State to provide the Services, shall maintain the Wassaic Fire District BLS ambulance service certificate from the New York State Department of Health ("NYSDOH") in accordance with Article 30 of the New York State Public Health Law, and shall maintain all other licenses, registrations, and certificates necessary to provide the Services (collectively, the "License"). NDP shall submit to the District copies of all applicable Licenses upon execution of this Agreement, and new copies of it Licenses shall be submitted to the District upon the update, modification, or renewal of (i) the Licenses or (ii) this Agreement.

Personnel

NDP shall furnish to the District, upon request, a roster of all personnel who provide Services hereunder that sets forth the licenses and certificate numbers of each, and expiration dates of such licenses and certificates, with designation by full-time, part-time and per diem status of each personnel. NDP shall ensure that all personnel providing Services hereunder are;

- (I) duly and currently certified emergency medical technicians;
- (II) possesses all other requisite certifications or requirements as may otherwise be required by District or DC 911, HVREMS, protocols or applicable law; and
- (III) are in uniform and display identification when rendering

Services under this Agreement. NDP shall immediately remove from service hereunder any personnel whenever notified to do so by the District whenever the it has based its request for removal upon a reasonable belief that an NDP employee's or agent's continued provision of Services is likely to jeopardize patient care or otherwise cause damage to the reputation or good will of the District. NDP shall replace any personnel removed pursuant to this provision.

Compliance

NDP shall provide the Services, the level of response, and the initial level of assumed treatment in accordance with all laws, ordinances, rules, and regulation applicable thereto including, but not limited to, Article 30 of the New York Public Health Law, the New York State Emergency Medical Services Code, and the protocols established by the DC 911. NDP shall comply with the National Incident Management Systems (NIMS) and Incident Command Systems (ICS) guidelines. NDP shall arrange for, and ensure compliance with, all applicable federal, state, and local statutes, rules and regulations, quality standards, licensure requirements, accrediting standards or determinations affecting, or issued in connection with, the operation of ambulance services, including, without limitation, all orders and requirements of any federal, state or city department or agency pertaining to

- (I) the provision of ambulance or other medical services and
- (II) prohibiting discrimination on the basis of race, creed, color, sex, national origin, sexual orientation, marital status, citizenship status, or disability, and mandating equal employment opportunities.

Without limiting the foregoing, this Agreement shall be construed as requiring compliance with:

- (A) the Occupational Safety and Health Act;
- (B) the Americans with Disabilities Act;
- (C) all statutes and regulation of the NYSDOH that pertain to the operation of ambulances; and
- (D) the Health Insurance Portability and Accountability Act (HIPPA);
- (E) the New York State Vehicle and Traffic Law and all rules, regulations, and standards of the New York State Department of Transportation.

The statutes, rules, regulations, standards, guidelines, and requirements included in this Section 2(c) are collectively referred to in this Agreement as "Applicable Law."

DC 911 Communication Systems

NDP has, and shall maintain throughout this Agreement, the capability to communicate with agencies within the District and Dutchess County via the approved DC 911 emergency communication system. NDP shall comply with the DC 911 dispatch and communication protocols and shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching stations, and elsewhere as may be necessary to perform the Service. At a minimum, NDP shall have and maintain the following capabilities:

- (I) Direct radio and telephone communication between the DC 911 emergency communications systems and NDP, as well as with each unit of NDP within or responding to the District, at all times with communications equipment compatible to the DC 911 dispatch system.

- (II) Direct radio and wireless telecommunications between all ambulances and all regional hospitals; and
- (III) NDP shall have and maintain the necessary redundancies in its communications systems to ensure continued communications capabilities.

NDP shall receive requests for service from the DC 911 dispatcher in a manner determined by the DC 911. Initially, communication from the DC 911 dispatcher to NDP shall be by radio or telephone. If, in the future, the DC 911 decides to change this manner of communication, NDP shall provide at least sixty (60) calendar days to implement the change.

Meetings

NDP shall meet and communicate with representatives of the District on a regular basis to discuss and resolve operational, quality of care, and other issues relating to the provision of the Services. Such meetings shall occur quarterly or more frequently as may be requested by the District within three (3) business days of notification of such request. NDP shall attend and participate at monthly Regional Emergency Medical Services ("EMS") Counsel meetings

Ambulances

NDP shall perform all maintenance, repairs, and/or replacement of ambulances and any equipment supplied to such ambulances as may be required to ensure that all Services provided by NDP and vehicles utilized under this Agreement comply with applicable requirements of Applicable Law. NDP shall provide to the District, upon request, an inventory of all New York State Certified vehicles and additional equipment used to provide the Services.

Supplies

NDP shall be responsible for maintaining in its ambulances, and all similar vehicles or equipment all supplies prescribed by Applicable Law, the District, the DC 911, and the emergency medical services medical director. All disposable District medical supplies used in the provision of patient care prior to transport by NDP shall be replaced at the scene, but in no event later than ten (10) days from date of its use.

Personnel

NDP shall employ a sufficient number of medical personnel to perform the Services. All medical personnel shall have all necessary and required professional qualifications as required by Applicable Law. For each advanced life support unit, the medical personnel shall include, at a

minimum, one paramedic as well as a basic level emergency medical technician. All drivers shall have all necessary licenses required by Applicable Law.

NDP and District shall cooperate in providing accommodations for NDP staff while on-duty. It is contemplated that this will include allowing NDP personnel access to the restrooms, kitchen and meeting room in the Wassaic Fire Company's firehouse, allowing NDP access to electric service and permitting NDP's ambulance to park on Wassaic Fire Company property while on duty. Nothing herein shall be construed as obligating the District or the Wassaic Fire Company to provide these accommodations and same are subject to modification or termination by the District at any time. NDP shall reimburse the Wassaic Fire Company for the cost of electricity used by NDP; such cost shall be a reasonable amount as agreed to between NDP and the Wassaic Fire Company.

Mutual Aid

NDP shall participate in Dutchess County's Emergency Management Plan and the EMS Mutual Aid Plans. Notwithstanding the foregoing, NDP shall attempt to maintain adequate ambulances and staffing in the District to provide the Services while other NDP units are out of the responding to mutual aid requests. District consents to provide reciprocal mutual aid assistance to the following entities, which consent may be withdrawn at any time by the District upon written notice to NDP:

- Amenia Fire District
- Town of Dover (J.H. Ketcham Hose Company, Inc.)
- Town of North East (North East Fire District/Millerton Fire Company)
- Village of Millbrook (Millbrook Fire Department)
- Pawling Joint Fire District (Pawling Fire Department)

Quality Assurance

NDP shall participate in the NYSDOH quality assurance program.

Cooperation

NDP shall cooperate, as appropriate, with the District and the DC 911 in:

- (I) the conduct of training, instruction, and exercises relating to emergency incidents;
- (II) all studies relating to the Services;
- (III) training emergency medical services personnel interfacing with NDP personnel in various emergency medical techniques; and
- (IV) participating in ride along programs as stipulated in the NYSDOH EMS training curriculum. NDP shall also cooperate with existing local EMS providers.

Complaints

NDP shall notify the District of any complaint received concerning its performance in the District. Within ten (10) days of NDP's receipt of a complaint, NDP shall:

- (I) respond in writing to the complaint; and
- (II) provide to the District a copy of the complaint, and any explanatory information, and any response to the complaint from NDP.

Complaints shall be reviewed by the District and directed to the appropriate authority for disposition. NDP shall cooperate with the District, The DC 911, and NYSDOH, the local, New York State, and regional medical service councils or any other appropriate investigative organization to review and resolve any complaint or claim.

Record Keeping

NDP shall maintain accurate books and records in connection with the provision of the Services. NDP shall make available to the District during normal business hours all relevant paperwork relating to the Services rendered pursuant to this Agreement upon three (3) days prior written notice from the District. All records made available to the District shall be subject to the provisions concerning patient confidentiality prescribed in Section 800.15 of the New York State Emergency Medical Services Code and other Applicable Law. In addition, NDP shall, upon three (3) days' prior written notice from the District, permit inspection of all premises, equipment, and supplies used to provide Services.

NDP shall maintain a record of requests for Services received from the District and the DC 911. This record shall be in a Microsoft Excel compatible format and shall include, but shall not be limited to:

- (I) type of request (BLS incident, ALS incident, paramedic support incident);
- (II) time of dispatch;
- (III) time of arrival of the ambulance at the scene of the incident or time of cancellation of request;
- (IV) time of departure of the ambulance from the scene; and
- (V) time of arrival of the ambulance at a hospital.

Upon request, NDP shall provide the District with a report that summarizes NDP's response time performance for the preceding monthly period. Such report shall be submitted within fifteen (15) calendar days after the end of the previous month. The report shall contain, but shall not be limited to, the following information:

- (I) the total number of requests received (categorized by District) and itemized by category (BLS, ALS, paramedic support, interfacility transports, non-emergency transport);
- (II) the total number of requests canceled in route and the time of cancellation, itemized by category (BLS, ALS, paramedic support);

- (III) the location of each call to which NDP responded;
- (IV) the response times for each call; and
- (V) such other information as may reasonably be requested from time to time.

Relationship between NDP and District

NDP and the District are each independent contracting parties. Nothing in this Agreement shall be construed to create a principal-agent, employer-employee, master-servant or joint venture relationship between NDP and the District. NDP shall be solely responsible for payment of the following on behalf of its employees:

- (I) any and all salaries, employee benefits, and overtime compensation;
- (II) federal, state, and local withholding or similar taxes;
- (III) social security taxes; and
- (IV) workers compensation, unemployment, and disability insurance.

NDP shall be responsible for the hiring, training and supervision of all employees rendering Services hereunder.

Payment Terms

The District shall pay to NDP for an annual fee for the Services of Five Hundred Thousand and 00/100ths (\$ 500,000.00) Dollars ("Annual Fee"). Except for the fee provided in this Section, neither the District nor the County shall be charged or assessed a municipal charge back or any other additional fee of any kind. No fee shall be charged by or paid to NDP by the District, the DC 911 or municipal sub-divisions or fire departments for standby services at emergency scenes. NDP shall invoice and bill the District one-twelfth (1/12) of the Annual Fee on a monthly basis.

Indemnification

Indemnification by NDP. NDP shall indemnify, defend, and hold harmless the District, the District' officers, directors, trustees, employees, agents, and representatives (collectively "indemnities") from and against any and all claims, settlements, judgments, losses, costs, damages, and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) (collectively "Losses")

- (I) arising in connection with any physical or mental injury or disability to, or death of, any person (including, without limitation, and indemnities", any employee of NDP, any employee of any NDP subcontractor, or any third party) or damage to or destruction of any property caused by, resulting from, incidental to or arising out of any act, omission, breach, or fault of NDP or any NDP agent or subcontractor or any of their respective officers, directors, employees, agents or contractors; or

(II) which the indemnities may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of carrying out any of the provisions or requirements of the Agreement, where such Loss is incurred directly or indirectly by the indemnities as a result of any act, omission, breach or fault of NDP or any NDP agent or subcontractor or any of their respective officers, directors, employees, agents, or contractors.

Survival of Indemnities.

The indemnification obligations provided under this Section shall survive that termination of this Agreement.

Insurance

NDP shall, for the protection and benefit of the District and NDP, procure, pay for, and maintain in full force and effect, at all times during this term of this Agreement and any renewal thereof, policies of insurance issued by a carrier(s) authorized to do so by the New York State Insurance Department, which provide the insurance and the coverage's set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference. The District shall be named as additional insured's on all such insurance policies. All carriers shall have a financial rating of "A".

NDP agrees to provide the District certificates of insurance. The certificates of insurance shall be executed by a duly authorized representative of each insured. All certificates shall provide for forty-five (45) days' written notice in writing prior to cancellation or a material change of any insurance.

Term and Termination

The services are to commence at 12:00:01 A.M. on January 1, 2016. This Agreement shall remain in effect for an initial period of one (1) year (December 31, 2016) from the Effective Date. The District or NDP may terminate this Agreement on not less than sixty (60) days prior written notice to the other.

The District may terminate this Agreement immediately for cause if NDP has its Licenses suspended or terminated for any reason whatsoever. Such termination shall become effective on the District's mailing of written notice of termination to NDP.

The District or NDP may terminate this Agreement if the other is in default of any material term or condition of this Agreement. In the case of such default, the non-defaulting Party may terminate this Agreement by giving thirty (30) days' prior written notice to the defaulting party.

Termination of this Agreement shall become effective at the expiration of such thirty (30) day period, provided that such default has not been corrected within that time to the satisfaction of the non-defaulting party.

This Agreement shall terminate if a Party files a petition in bankruptcy or insolvency, or for reorganization or in the event a Party makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed against a Party which is not discharged within ninety (90) days.

NDP Representations and Warranties

NDP hereby represents and warrants to the District as follows: NDP is duly organized, validly existing New York Business Corporation in good standing, with full corporate power and authority to execute and deliver this Agreement, to perform the obligations undertaken herein, and to carry on and conduct its business as it is now being conducted. All corporate action required to be taken by NDP to authorize the executions, delivery, and performance of this Agreement has been duly and properly taken. The execution and delivery of this Agreement does not, and the delivery of the Service contemplated hereby will not contravene or result in a default or breach of:

- (I) NDP's certificate of incorporation or bylaws;
- (II) any contract, agreement, permit, license, approval, or other commitment to with NDP is a party or by which it is bound; or
- (III) any judgment, decree, order, regulation, or rule of any court or regulatory authority applicable to NDP.

Entire Agreement

This Agreement, the exhibits and schedules attached hereto, constitute the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, whether written or oral, with respect to the subject matter hereof, the terms of this Agreement shall govern and control.

Waivers and Amendments

No provision of this Agreement may be waived without a written instrument signed by the waiving party. Any failure of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Notices

All notices provided under this Agreement shall be in writing and shall be deemed given

- (I) immediately if by personal delivery or by confirmed facsimile;
- (II) one (1) day after mailing if sent by express mail; or
- (III) four (4) days after mailing if sent by first-class mail, postage prepaid.

All such notices shall be addressed as follows:

If to Wassaic Fire District:

Wassaic Fire District
27 Firehouse Road
Wassaic, New York 12592

With a copy to:

Gellert, Klein & MacLeod, LLP
80 Washington Street, Suite 301
Poughkeepsie, New York 12601

If to NDP:

Northern Dutchess Paramedics, Inc. d/b/a NDP
P.O. Box 672
Rhinebeck, NY 12572
(845) 876-0448

Or to other such address or person as a Party to this Agreement may so designate by giving notice to the other Party set forth in this section.

Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstances, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Assignment

This Agreement shall be binding upon, and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns. Neither this Agreement nor any right hereunder may be assigned by any Party without the prior written consent of each other Party.

Headings

The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

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Governing Law

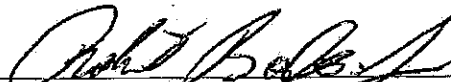
This Agreement is being delivered in the State of New York and shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of New York without reference to any principals of conflicts of law.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be any original and all of which shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first about written.

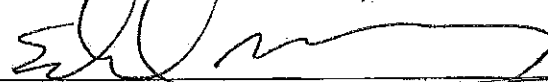
Wassaic Fire District

By: 

Name: Robert Boyles, Jr.

Title: Chairman, Wassaic Fire District, Board of Fire Commissioners

Northern Dutchess Paramedics, Inc.

By: 

Name: Edward Murray

Title: President